



**DATE OF ISSUE:** April 14, 2006

**TO:** Potential Providers of Services

**RE:** Request for Proposals for Real Estate Broker Services

**I. Services Sought by Authority:**

The Michigan State Housing Development Authority ("Authority") is seeking an individual or firm that is authorized to do business in Michigan to provide real estate broker services to its Asset Management Division for the sale and disposal of Real Estate Owned (REO) multi-family housing developments within the State of Michigan.

A detailed description of the work is described in the Scope of Work, which is attached as Exhibit A to this Request for Proposals.

**II. Required Qualifications:** A minimum of three (3) years commercial real estate broker experience serving at least four or more national or regional clients with similar brokerage needs, i.e. the marketing and sale of REO apartments/income producing properties is required. The selected Contractor is required to have licenses as required by the State of Michigan necessary to perform all services contemplated by the RFP and Contract and shall have an office located in the State of Michigan.

In addition, the Authority has identified the following qualifications that it believes are necessary for the successful performance and completion of the services described in the Scope of Work. The prospective Contractor ("Contractor") must:

- A.** Have experience providing the services described in the Scope of Work or similar services.
- B.** Assign experienced personnel to perform the services or have personnel supervised by experienced staff.
- C.** Be a firm/entity that is authorized to do business in the State of Michigan. The Contractor will be required to submit a Certificate of Status issued by the Corporations and Securities Bureau of the Michigan Department of Labor & Economic Growth evidencing that is authorized to transact business in Michigan.
- D.** Have an office in the State of Michigan.

- E.** Have phone, Internet, and e-mail access. Internet and e-mail access must be adequate enough to allow the Contractor to download and upload data and files and receive files and attachments from Authority staff.
- F.** Agree to satisfy the following requirements prior to the execution of the contract with the Authority:
  - 1.** Indemnify, defend and hold harmless the Authority, its Board, officers, employees and agents, from and against all losses, liabilities, penalties, fines, damages and claims (including taxes), and all related costs and expenses (including reasonable attorneys' fees and disbursements and costs of investigation, litigation, settlement, judgments, interest and penalties), arising from or in connection with any of the following:
    - a.** any claim, demand, action, citation or legal proceeding against the Authority, its employees and agents arising out of or resulting from (1) the services provided ("Services") or (2) performance of the Services, the duties, responsibilities, actions or omissions of the Contractor or any of its subcontractors under this Agreement. .
    - b.** any claim, demand, action, citation or legal proceeding against the Authority, its employees and agents arising out of or resulting from a breach by the Contractor of any representation or warranty made by the Contractor in the Agreement;
    - c.** any claim, demand, action, citation or legal proceeding against the Authority, its employees and agents arising out of or related to occurrences that the Contractor is required to insure against as provided for in this Contract;
    - d.** any claim, demand, action, citation or legal proceeding against the Authority, its employees and agents arising out of or resulting from the death or bodily injury of any person, or the damage, loss or destruction of any real or tangible personal property, in connection with the performance of services by the Contractor, by any of its subcontractors, by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable; provided, however, that this indemnification obligation shall not apply to the extent, if any, that such death, bodily injury or property damage is caused solely by the negligence or reckless or intentional wrongful conduct of the Authority;
    - e.** any claim, demand, action, citation or legal proceeding against the Authority, its employees and agents which results from an act or omission of the Contractor or any of its subcontractors in its or their capacity as an employer of a person.

- f. any action or proceeding threatened or brought against the Authority to the extent that such action or proceeding is based on a claim that any piece of equipment, software, commodity or service supplied by the Contractor or its subcontractors, or the operation of such equipment, software, commodity or service, or the use or reproduction of any documentation provided with such equipment, software, commodity or service infringes any United States or foreign patent, copyright, trade secret or other proprietary right of any person or entity, which right is enforceable under the laws of the United States.

2. Maintain and provide evidence, satisfactory to the Authority, of the following insurance coverage:

- a. General Liability Insurance for \$1,000,000 with Authority shown as additional insured.
- b. Errors and Omissions Insurance for \$1,000,000 for each occurrence and \$1,000,000 annual aggregate.
- c. Worker's Compensation Insurance (if required under state law). Any citing of a policy of insurance must include a listing of the States where that policy's coverage is applicable.

- H. Agree to execute a contract acceptable to the Director of Legal Affairs. For purposes of illustration only, a form of the contract that has been used to provide similar services is attached.

### **III. Submitting Proposal:**

Firms wishing to submit proposals must submit one (1) original and three (3) copies of a proposal to provide the services described in Exhibit A (Scope of Work). Submitted proposals must respond to and address the questions listed in Exhibit B (Proposal Instructions and Selection Criteria).

The due date for the Authority's receipt of the proposals responding to this Request for Proposal ("RFP") is **May 12, 2006 at 4 p.m.**

The Authority shall not be liable for any costs that a firm or individual may incur while preparing a proposal. The Authority shall not be liable for any costs that a firm or individual may incur prior to the complete execution of a contract. If the Authority enters into a contract, the Authority's consideration (payment) shall be limited to the terms of the contract.

### **IV. Communications with Authority Staff Prior to Selection of Proposal**

Any questions, raised by Providers concerning the RFP may be submitted, in writing, via mail, email or fax, using the subject line to the attention of:

Mary Levine  
MSHDA  
735 East Michigan Ave.  
Lansing, Michigan 48909

Email: levinem@michigan.gov  
Fax: (517) 373- 4627

To ensure a fair and impartial process, Authority staff will not address non-written concerning the RFP. Phone calls involving the RFP or related questions will not be accepted. Firms submitting bids shall not contact any Authority staff or Board members except Mary Levine.

MSHDA will answer timely received, appropriate questions (e.g., information not covered/answered in the RFP, interpretation issues, etc.) by email to all Providers on or before May 1, 2006. MSHDA will hold no other question sessions or bidders conferences.

If, prior to the proposal deadline, the Authority deems it necessary to provide additional clarifying information, or to revise any part of the RFP, supplements or revisions will be provided to all recipients of the RFP who have indicated they will submit a proposal. Proposals will then be evaluated based on the terms and conditions of the RFP, any supplements or revisions thereof, and the answers to any written questions.

**V. Selection of Proposal:**

The Authority's Office of Asset Management will select the proposal based on Selection Criteria, which is set forth in Exhibit B (Proposal Instruction and Selection Criteria).

**VI. Processing Required Forms & Contract Execution:**

The Authority's Board must approve the proposed contract. Thereafter, the Authority will submit required forms for processing to the Departments of Labor & Economic Growth and Civil Service. Upon the completion of processing by the Departments of Labor & Economic Growth and Civil Service, a contract will be forwarded to the firm ("Selected Firm") that submitted the selected proposal with instructions to execute and return three copies. Upon receiving the executed copies, the Office of Asset Management will submit the executed copies to a duly authorized Authority signatory for execution on behalf of the Authority.

**VII. Michigan Freedom of Information Act**

Documents submitted to the Authority shall be subject to the Michigan Freedom of Information Act ("FOIA"). In the event a request for submitted documents is made to the Authority, the Authority's FOIA Coordinator will redact or withhold information and/or documents that are exempt from disclosure under FOIA. *See MCL 15.243*. Please note

that any requests by non-MSHDA personnel to review proposals will be denied until the deadline for submission of the bids has expired. *See MCL 15.243(1)(j).*